



## Supply and installation of PV Solar System

### 1. Warranties

- a. Products supplied by Energius will be free from faults in materials and workmanship for the corresponding Period of Warranty as referred to in Schedule 1 of the Supply and Installation Agreement you signed with Energius.
- b. The Manufacturer Warranty covers the components used by Energius in the Customer's installed System.
- c. Products supplied by Energius is free from any encumbrance or third party interest and Energius has the right to sell them to you.
- d. Products supplied by Energius are of merchantable quality, correspond with their description (and with any sample), are fit for the purposes for which they may be acquired by you or any subsequent property owners, conform with samples previously supplied to you, comply with the Specifications and the Quality Standards, are safe and are not a risk to health and comply with the requirements of the laws applying in the territory.
- e. The period of Warranty for the different components of the System will differ depending on the applicable Manufacturer Warranty.
- f. The installation of the solar system has been provided with due care and skill and has been performed in accordance with all relevant law and applicable standards for the corresponding manufactures Warranty.
- g. Copies of all relevant manufactures warranties are available at [www.energius.com.au](http://www.energius.com.au). Post installation all customers will receive a list of all KEY components used and a copy of relevant manufactures warranties.
- h. Nothing in this document is intended to exclude, restrict or modify any statutory rights of consumers against either party if that cannot be done lawfully.



- i. Except for the warranties expressly made in this document, all conditions, warranties, undertakings or representations express or implied, arising by statute, general law or otherwise, are expressly excluded to the extent permitted by law.

## **2. Installation Warranty**

- a. At Energus we offer a 5 year installation service warranty relating to our solar system. This means that if a solar system installed by us fails or breaks within 5 years of the installation date due to defective performance of our installation services, we will provide you with a remedy as set out below.
- b. This warranty only comes into effect once we have received all amounts owing from you in relation to the solar system and title to the solar system has passed to you.

## **3. Transferability**

- a. Our installation warranty is transferable by the original purchaser of the solar system to any subsequent purchaser of the premises at which the solar system is installed.

## **4. Warranty Exclusions**

- a. This warranty will not apply;
  - i. if any of the Energus Products are handled, repaired or modified by any person other than an authorised Installer of Energus or an approved service technician of Energus;
  - ii. conditions resulting from a defect in components which are not part of the Energus Products supplied and installed by or on behalf of Energus;
  - iii. you fail to comply with all reasonable instructions of Energus (whether written or verbal) in relation to the operation and care of the solar system;
  - iv. Your existing electrical installation, wiring or fuse box;
  - v. Any malicious damage or abuse;



- vi. Normal fair wear and tear;
- vii. Any damage to your property caused by the solar system failing or breaking;
- viii. Damage or defects to solar system and property caused by 'Force Majeure' including but not limited to improper voltage or power surges, accidents, lightning strikes, flood, storm damage or other acts beyond our reasonable control;
- ix. Subject to clause 4 (viii), Energus will not be liable for any incidental, consequential, or punitive damages, including but not limited to loss of use, loss of profits, loss of production and loss of revenues, in any possible way, connected or associated with the Energus Products or the installation of the Energus Products.
- x. Any alterations to your property which are a necessary consequence of the provision of the installation services
- xi. Subject to the rights and remedies under this documents and under the law, Energus's liabilities under this warranty is limited to replacement products supplied by Energus or resupply of installation services, payment of the costs of replacement of products supplied by Energus or resupply of installation services or payment of the costs of having the relevant products repaired.
- xii. Energus will not be liable for any incidental, consequential or punitive damages including but not limited to loss of use, loss of profits, loss of production and loss of revenues, in any possible way, connected to or associated with the Products supplied by Energus.

## **5. Remedies – Installation**

- a. In the case of a problem with any installation services which is not defined as a 'major failure' under the Australian Consumer Law and which is capable of being remedied, you must provide us with an opportunity to remedy the problem free of charge within a reasonable time.



- b. In addition to and in no way limits, varies or excludes any express and implied rights and remedies the manufacturer might provide based on your circumstances.

## **6. Claims or Questions**

- a. For any claims or questions to this warranty please contact;  
Energius Pty Ltd  
Level 9, 153 Walker St, North Sydney  
(02) 8021 6018
- b. Please retain your sales documentation, contract and post installation manual. This should be produced to validate a warranty claim

## **7. Australian Consumer Law**

- a. The benefits under our warranty are in addition to other rights and remedies under the Australian Consumer Law set out in Schedule 2 of the *Competition and Consumer Act 2010 (Cth)*. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund of a major failure. You are entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Last updated: 17 March, 2016.